



# STRATEGIC ALLIANCE Management Services Private Limited

1/1B, Choudhary Hetram House  
Bharat Nagar, New Friends Colony, New Delhi 110 025  
Phones: 011- 4081 9900; 4165 3612 Email: consult@sams.co.in

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## FIXED TERM AGREEMENT

This Employment Agreement made on the February 01, 2026 at **NEW DELHI**, between **Strategic Alliance Management Services Private Limited**, having its registered office at B-372 NEW FRIENDS COLONY, NEW DELHI, India OF THE ONE PART (hereinafter referred to as 'SAMS')

and

**MR./MS./ Ashish Rastogi, s/d/o Vijay Rastogi**, r/o 123 abc Sikka Karmic greens, Sec 78, Noida Dumaria Gadchiroli Delhi 110058, OF THE OTHER PART (hereinafter referred to as the 'Employee')

Each a "Party" and jointly referred to as "Parties".

Whereas it has been agreed mutually between SAMS and the Employee that the Employee is appointed as **IT Department, Network Eng** in **Delhi, NORTH DELHI ,DELHI** (the assignment Location) for its operations or in any other capacity as SAMS may require at any time during the employment on the terms and conditions appearing herein.

WHEREAS SAMS wishes to engage the Employee as a **Fixed-Term Employee** in accordance with the applicable provisions of the prevalent law.

The Parties acknowledge that the Employee shall be treated, for the duration of this Agreement, as a fixed-term employee at par with permanent employees of the same category performing similar work, subject to applicable law.

It is hereby agreed between the Parties as follows:

### 1. Term

- 1.1 This is a fixed term employment agreement ("Agreement") effective for a one-year period commencing on February 01, 2026 till January 31 2027 ('End of the Term') unless it is terminated by one of the parties at an earlier date in accordance with Section 11 below. The contract will automatically terminate at the End of the Term unless renewed in writing for a subsequent period based on mutual agreement. This Agreement shall not create any rights in the Employee for continued employment following the end of the Term.

### 2. Capacity: SAMS will employ the Employee as:

- 2.1 **Designation:** The Employee's designation will be **IT Department, Network Eng** and will report to . The Employee may report to other person(s) as SAMS may stipulate in writing from time to time.
- 2.2 **Location of Posting:** The Employee will be posted at SAMS Office, .During the term of this Agreement, SAMS shall be entitled to and reserves the right to re-locate/alter the Employee's post (or position), place of work to another location, project, or any other department currently existing or which may be set up in the future, at any time and any place in India as SAMS may deem fit for the effective performance of duties including but not limited to adjustments and as more clearly provided under Section 5 hereinafter. Any change in this will be governed by the Transfer Policy of the Company.

*Signature*

- 2.3 **Role Profile:** The details of job descriptions and reporting are as per attached Annexure A.
- 2.4 **Grade:** The Employee shall be governed by the terms and conditions as applicable to Employee's grade as per SAMS's rules as on date or amended in future. SAMS may adjust the Employee's job description or work place, work transfer at the same level (as more clearly provided under Section 6 hereinafter), or adjustments made to the Employee's responsibilities without any change to Employee's grade.
- 2.5 **Travel:** The Employee may be required to undertake such travel within India, from time to time, as may be necessary in the course of discharge of his/her responsibilities.
- 3. Remuneration**  
Subject to the other provisions of this Agreement and in consideration of the Services rendered by the Employee to SAMS, the Employee shall be compensated for his/her services for the duration of the Agreement and period as specified herein:
- 3.1 **Salary:** During the Term, SAMS will pay the Employee a salary at a monthly cost to company (CTC) of INR. 50,000/- (Rupees Fifty Thousand Rupees Only) and the details of the salary breakup are as per attached Annexure B. The applicable taxes (income tax, professional tax etc.) will be deducted at source as per prevailing laws at the time of releasing the monthly salary
- 3.2 **Tax:** The Employee will be solely liable for his/her personal tax liabilities and the SAMS makes no assurances that the remuneration has been structured in the most tax efficient manner or tax treatment applicable to certain emoluments, allowances or benefits will continue for the entire term of employment.
- 3.3 The remuneration shall be reviewed / modified at the discretion of SAMS
- 3.4 **Benefits:** SAMS will provide the applicable statutory benefits from time to time as the may be decided
- 4. Probation**
- 4.1 The Employee will be on probation for a period of three (3) months ("**Probation Period**") from the date of joining for SAMS to assess the Employee's performance.
- 4.2 Based on Employee's performance during the probationary period, SAMS may decide to confirm the employment of the Employee in its sole discretion. Alternatively, solely at the discretion of SAMS, the Probation period may be further extended by an additional term of Three (3) months to further evaluate the Employee's suitability for the post. It would be the sole discretion of SAMS either to terminate the services after the expiry of initial probationary period or grant the Employee extension in the Probation Period.
- 4.3 Until such time as a written confirmation is issued, the Employee shall be deemed to continue on probation, provided that the total probationary period including any extension shall not, save in exceptional circumstances, exceed six (6) months. If SAMS does not issue a written confirmation even after 6 (six) months, this letter shall be deemed to have expired, " .
- 4.4 During the probationary period, either party can terminate this Agreement by serving prior written notice of 30 days or by paying an amount equivalent to the monthly gross salary for the period as above in lieu of such notice.
- 5. Working Hours:**
- 5.1 Working hours shall be as per SAMS's policy and shall not exceed the limits prescribed under applicable labour laws

*Signature*

- 5.2 Depending upon the exigencies of work, the Employee may be required to work beyond normal working hours or on weekly offs / holidays. In such cases, the Employee shall be compensated by way of overtime wages or compensatory time off, as per applicable law and SAMS's policies in force from time to time
- 5.3 The employment shall be governed by SAMS's HR manual, Code of conduct, various policies, rules and regulations applicable from time to time in relation to conduct, leave, holidays and all matters relating to terms and conditions of service.

**6. Transfer:**

- 6.1 The Employee's services are liable to be transferred to any other department /division/ locations/projects/client of SAMS when there is a lateral move (i.e., same designation). The Employee may also be assigned such other duties as may become necessary at the discretion of SAMS in any department or office of the SAMS.
- 6.2 The Employee may, during the term of this Agreement, be deputed, seconded or assigned to work at the premises of one or more of SAMS's clients, while continuing to remain an employee of SAMS. During such deputation/assignment, the Employee shall follow the reasonable working hours, security, safety and operational policies of the client, in addition to SAMS's own policies.
- 6.3 The Employee acknowledges that he shall, at all times during the subsistence of this Agreement, be considered to be an employee of SAMS.

**7. Confidentiality & Non-Disclosure:**

- 7.1 The Employee shall, at all times maintain, keep to confidential and protect all the information, including personal information of confidential nature or SAMS/client's information which may come to Employee's notice by virtue of his/her post.
- 7.2 Pursuant to the Confidentiality/ Employee Non-Disclosure Agreement ("NDA") signed by the Employee which is an integral part of this Agreement, the Employee is required to maintain the highest order of discipline and confidentiality as regards the work/information of SAMS/its clients and/ or its affiliated or associate organizations or suppliers or contractors during the employment. In case of any breach of confidentiality, the Employee's services will be terminated with immediate effect and without the application of any notice period and remuneration thereof.
- 7.3 "Confidential Information" shall mean and include any and all organizational information, intellectual property, stakeholder details, employees' information, and institutional (programmatic/non-programmatic data) and third-party data disclosed by SAMS or its client to the Employee during the term of employment and more clearly defined under the NDA executed separately by the Employee. However, Confidential Information does not include information that:
- (i) is or becomes publicly available without any breach of this Agreement;
  - (ii) was in the Employee's possession prior to receiving it from SAMS; or
  - (iii) is independently developed by the Employee without reference to or reliance on the Confidential Information and does not explicitly refer to the SAMS.
- 7.4 It is hereby informed to the Employee that Confidential information is of great value to SAMS/ its client, as it is bound under law and under separate contracts which mandate protecting the Confidential Information, and that the disclosure to anyone not authorized to receive such information, or use for any purpose not authorized, will cause immediate irreparable injury to SAMS / its client. Unless the Employee first secures SAMS written consent, the Employee shall not disclose, use, disseminate, lecture upon or publish Confidential Information.

*Signature*

By signing this Agreement, the Employee undertakes and agrees that Employee's obligations not to disclose, use, disseminate, lecture upon or publish Confidential Information shall continue even after the termination of this Agreement for any reason save that this obligation shall cease to apply to any information or knowledge which may subsequently come into the public domain other than by way of unauthorized disclosure.

- 7.5 Upon termination of this Employment Agreement with SAMS for any reason whatsoever, the Employee will return to SAMS any and all Confidential Information and any and all information and material relating to SAMS / its client, its operations, projects, units, employees, donors, whether or not such material is deemed to be confidential or proprietary. Thereafter, any continued possession will be deemed to be unauthorized. The Employee shall not retain any copies of correspondence, memoranda, reports, notebooks, drawings, photographs, or other documents in any form whatsoever (including information contained in computer memory or on any computer disk) relating in any way to the affairs of SAMS or its clients and which were entrusted to the Employee or obtained by him/her at any time during working with SAMS.

## **8. Intellectual Property Rights**

- 8.1 All Intellectual Property created by the Employee during the employment with SAMS and whether or not during the hours of employment or with the use of SAMS's facilities shall be regarded as having been made under a contract of service and shall, to the extent permitted by applicable law, vest in SAMS / its client . To the extent the Intellectual Property does not vest in SAMS, as the first owner of the Intellectual Property under a contract of service, the Employee hereby transfers and assigns in favour of SAMS/ its client, all rights, title and interest in and to all the Intellectual Property, together with the rights to sublicense or transfer any and all rights assigned hereunder to third parties, in perpetuity. The Employee agrees that such assignment shall be perpetual, worldwide and royalty free.
- 8.2 "Intellectual Property Rights" shall mean and include any invention, discovery, process, improvement, computer system or program (patentable or otherwise) of whatsoever nature connected with the operations of SAMS / its client, ideas, improvements, developments, discoveries, proprietary information, trademarks, trade names, get-up, label, Confidential Information, service mark, logos, art work, slogans, operation, methods, application development, designs, drawings, plans, plans or models, utility models, works in which copyright may subsist (including computer software and preparatory and design materials thereof), inventions (whether patentable or not, and whether or not patent protection has been applied for or granted), the Employee shall have no proprietary right whatsoever in, to or in respect of use of any such invention, discovery, process, improvement or computer system or program, whether during the continuance or after cessation of his /her employment with SAMS for whatsoever reason.
- 8.3 If during the employment with SAMS/ its client and whether or not during the hours of employment or with the use of SAMS's / its client facilities, materials or human resources, the Employee conceives, makes or devises any invention, discovery, process, improvement, computer system or program (patentable or otherwise) of whatsoever nature connected with the operations of SAMS / its client, the Employee shall have no proprietary right whatsoever in, to or in respect of use of any such invention, discovery, process, improvement or computer system or program, whether during the continuance or after cessation of his /her employment with SAMS / its client for whatsoever reason.
- 8.4 No Employee shall acquire any patent rights in relation to any activities / services of SAMS he/she makes or may make in the course of his /her employment. Any process developed by the Employee for the improvement of SAMS's services will be the property of SAMS / its client.

## **9. Termination**

- 9.1 Subject to the conditions and the probationary period described above, SAMS intends at this time that the employment of the Employee will be for the Term as set forth in Section 1 above. **Either Party may, however, terminate this Agreement prior to the expiry of the Term in the manner set out below.**

*Signature*

- 9.2 After completion of the Probation Period, either Party may terminate this Agreement at any time by giving to the other Party [thirty (30) / sixty (60)] days' prior written notice, or salary in lieu of such notice, subject to compliance with applicable law and SAMS's policies . After notice of termination, the Employee shall cooperate with SAMS, as reasonably required by SAMS, to effect a transition of his/her responsibilities and ensure that SAMS is aware of all matters being handled by the Employee.
- 9.3 This Agreement can also be terminated by SAMS summarily in case the Employee has been prosecuted and held guilty by a court of law for any criminal offence or moral turpitude.
- 9.4 The Agreement shall automatically terminate upon the death of the Employee.
- 9.5 Without prejudice to all the rights of SAMS under this Employment Agreement and under any law of the land, SAMS may terminate this Agreement forthwith for cause including but not limited to:
- (a) Breach of any of the term and condition of this Agreement or any of the Policies by the Employee.
  - (b) Gross negligence of duties or wilful misconduct.
  - (c) Breach of any clause of SAMS's Code of Conduct that is in force as amended time to time.
  - (d) Employee's unauthorized absence beyond a period of seven (7) consecutive days without information or approval.
  - (e) Any misrepresentation by the Employee to SAMS, whether made orally or in writing, whether expressly or by conduct, and whether at the time of appointment or prior or subsequent thereto.
  - (f) Commission of any kind of misconduct by the Employee including dishonesty, fraud or conduct detrimental to the interests or reputation of SAMS or its clients;
  - (g) Proven guilty after an inquiry conducted under the Sexual Harassment of Women (Prevention, Prohibition and Redressal) Act, 2013 and the Rules framed thereunder.
  - (h) , misappropriation, misrepresentation, insubordination and/or breach of any of the terms and conditions of this Agreement and also of the Policies, rules and regulations of SAMS as in force from time to time.
  - (i) conviction by a court of law for any offence involving moral turpitude Notwithstanding anything contained in this Section, SAMS reserves the right to terminate this Agreement without giving any notice or salary in lieu thereof if the Employee is in breach of any of sub-section d) to i) stated hereinabove subject to a provisions of the Disciplinary policy of SAMS.

## **10. Status:**

- 10.1 The Employee is required to devote the entire attention and abilities exclusively to the activities of SAMS and shall not been engaged either directly or indirectly in any trade or business or undertake any other employment or consultancy or undertake such trade/ business/ consultancy etc., on behalf of anyone else, either with or without remuneration, during the course of employment with SAMS except with prior written permission of the Managing Director of SAMS. SAMS may, at its sole discretion, permit the Employee to undertake limited external professional engagements outside working hours, subject to prior written approval and provided that such engagements do not conflict with the applicable laws in this regard as also with Employee's duties under this Agreement and provided that such engagements do not interfere/ have the potential to interfere with the Employee's discharge of his/her/their obligations hereunder

## **11. Representation And Warranty**

- 11.1 That the Employee represents and warrants that the Employee is not bound by or subject to any court order, agreement, arrangement or undertaking (including but without limitation any non-competition or non-solicitation undertakings) or any other disability of any nature which may in any way restrict or prohibit the Employee from entering into this employment agreement or from performing his duties and providing services under this Employment Agreement on the terms and condition contained herein.
- 11.2 The Employee hereby represents and warrants to SAMS that:

*Signature*



- (a) the execution and performance of this Agreement and the services shall not conflict with or violate or constitute a breach of the terms of any law, agreement, policy, instrument, order, judgment or decree to which the Employee is a party or is otherwise bound;
- (b) there are no actions, lawsuits, proceedings or investigations pending or threatened against him/her before any tribunal, court or authority (judicial or quasi-judicial), the outcome of which may affect the timely carrying out of the duties and responsibilities by the Employee under this Agreement;
- (c) he/she will contribute and devote his/her substantial knowledge, time and experience to, and shall use his/her best efforts, skills and abilities towards serving and promoting the activities of SAMS, and shall engage themselves with SAMS on a full time basis.
- (d) disclosures made by the Employee with respect to his/her past employments/engagements are true and correct and he/she has obtained a release letter from the previous employer and submitted and/or returned all property belonging to the previous employer;
- (e) the Employee shall not, in any manner, use the confidential/proprietary information or the intellectual property of any third party in performance of the services or in preparation of any documents, work product, deliverable in relation thereto and does not in any way result in any breach of the terms or obligations of any agreement/arrangement to which he/she was a party; and
- (f) execution and delivery of this Agreement does not result in any breach of the terms or obligations owed to the previous employers in any manner whatsoever and the Employee is not in breach of the covenants or obligations of the previous employment including without limitation any previous employment contract(s), previous employment letter(s) or agreement, intellectual property assignment letters, non-compete obligations towards any previous employment relationship(s) or associations. The Employee specifically indemnifies SAMS in this regard and shall be held fully responsible if any of his/her previous arrangements or previous employee contracts impact the current arrangement or his/ her obligations in this Agreement in any manner.
- (g) Employee shall be responsible for and release SAMS / its client from any liabilities, losses, claims and damages that may arise out of or in connection with the Employee's representation and warranties, and agrees to hold harmless and indemnify SAMS in this regard.
- (h) The Employee shall always ensure that his/her conduct is in accordance with all the rules, regulations and policies of SAMS as notified from time to time.
- (i) That these representations shall survive the termination or expiration of this Employment Agreement.

## **12. Force Majeure**

- 12.1 Neither party shall be liable for damages or have the right to terminate this contract for any delay or default in performance if such delay or default is caused by conditions beyond the control of the party claiming under force majeure, but not limited to acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

## **13. Personal Data**

- 13.1 In order to keep and maintain accurate records relating to SAMS's employment, it will be necessary for SAMS to record, keep and process personal data relating to the Employee. This data may be recorded, kept and processed on computer and/or in hard copy form. To the extent that it is reasonably necessary in connection with employment and the performance of SAMS's responsibility as the Employee's employer, it may be necessary for SAMS to disclose this data to others. By signing this agreement, the Employee explicitly consents to the recording, processing, use, disclosure and transfer, both within India and elsewhere, by SAMS of personal data relating to the Employee. The Employee also gives explicit consent to SAMS to share the personal data and details by SAMS with third parties to facilitate conduct of background screening of the Employee under confidentiality provisions. This does not affect Employee's rights to request copies of the personal data and information about how that data is processed and the parties to whom any of such information may be disclosed.

## **14. Others:**

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- 14.1 This Agreement is based on the information furnished by the Employee in the application for employment. If, at any time in future, it is noticed that any of the information is incorrect or false or any relevant information has been withheld, this Agreement is liable to be terminated without notice or compensation.
- 14.2 SAMS may undertake a Background Verification Check through a third-party agency and any instance/s of suppression or unsupported addition of information will be treated as breach of integrity and may lead to termination of services without notice unless such instances are explained to the satisfaction of SAMS and found acceptable.
- 14.3 The Employee shall keep SAMS informed of his/her latest postal address at all times and intimate in writing in case of change of address. Any communication sent to the Employee by SAMS on the last known address shall be deemed to have been duly served.
- 14.4 The Employee shall devote entire time for the assigned responsibilities so as to accomplish the given tasks and achieving the objectives within the agreed time frame with expected quality and efficiency standards. As a part of performance standard, the Employee also commits to observe and maintain best standard of behavior, discipline and work ethics, while following Rules and Regulations, Policies of SAMS as are in force and/or amended from time to time (such policies deemed to be part of this Employment Agreement).
- 14.5 The Employee acknowledges that he/she has gone through all the Policies, Rules and Regulations of SAMS in detail and will strictly observe and adhere to such policies, rules and regulations as presently in force or which may be enforced from time to time in future. The Employee also undertakes to keep himself/herself updated with the said rules and regulations from time-to-time for requisite observance. Any infringement or non-conformity to the terms of employment and SAMS's / its client Policies, Rules and practices will render the Employee liable for action as may deem fit and appropriate at the sole discretion of Management.
- 14.6 The Employee shall not (except in the normal course of the discharge of his/her duties) publish any article or statement or make any communication to outside agency or anywhere on the social media relating to the operations of SAMS or in relation to any matter with which SAMS may be concerned.
- 14.7 The Employee agrees that he/she shall not, at any time, during and/or post the expiry/termination of this Agreement, make any comments/issue any statements/release or circulate any documents, directly or indirectly, either publicly or privately, online or otherwise about SAMS, its affiliates or SAMS's directors, officers, employees or agents which are slanderous, libelous, defamatory or which in any manner cause any harm to the goodwill and reputation of SAMS.
- 14.8 Indemnity: The Employee, at all times during the course of his/her employment in SAMS or with its clients (and even after the termination of this Agreement) agrees to indemnify and keep indemnified SAMS against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which SAMS may suffer or incur or which may be made against SAMS as a result of any fraud committed by the Employee, or as a result of any breach, fraud or gross negligence on the part of the Employee. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, Policy, bye-law, agreement, or otherwise.
- 14.9 The Employee is prohibited from engaging in any sexual harassment and the Employee undertakes to refrain from any form of sexual harassment at the "workplace" during the course of employment. The Employee shall be bound by the Prevention of Sexual Harassment Policy of SAMS. If the Employee violates this term in the agreement, he shall be fully responsible for his/her actions and SAMS shall not be held responsible for any illegal acts committed at the discretion of the Employee.
- 14.10 That all the terms, conditions and other provisions of this Employment Agreement shall be interpreted and governed in reference to the laws of India and any dispute arising there from and the remedies available shall be determined in accordance with such laws and in the event of any dispute or breach,

*Signature*

both the parties hereby consent to the exclusive jurisdiction of the New Delhi courts.

- 14.11 In the event of the Government enacting any Law conferring the same or similar benefits extended to the Employee under this Agreement, the Employee will be entitled to the more beneficial of the two, but not both.
- 14.12 SAMS lays emphasis on all statutory compliances and the Employee undertakes to comply with various statutes / Laws in the Employee`s area of operations.
- 14.13 This Agreement is subject to the declaration that the Employee does not have a direct relative working in SAMS at the time of joining. If, at any time in future, it is noticed that any of the information is incorrect or any relevant information has been withheld, this Agreement is liable to be terminated without notice or compensation.
- 14.14 This Agreement between the parties supersedes all previous communications, whether oral or written, in relation to the Employee`s services to be undertaken in accordance with this Agreement.

IN WITNESS WHEREOF, the Employee has hereunto set his/her hand, and SAMS has caused these presents to be executed in its name and on its behalf, all as of the day and year first above written.

**For Strategic Alliance Management Services Pvt. Ltd.**



**(Signature)**

**Authority Name & Designation**

I have read the terms and conditions as contained in the Employment Agreement and the same are acceptable to me. I declare that the same are being accepted by me after understanding them out of my own free will and volition without any pressure or coercion from any end and am agreeing to the terms contained hereunder voluntarily.

**Confirmation of Acceptance**

*Signature*

**(Signature)**

**Ashish Rastogi**

**Signed on : Feb 01 2026**

*Signature*



Annexure - A	
Job Responsibilities and Reporting	
Name:	Ashish Rastogi
Designation:	Network Eng
Location:	1/1B, Choudhary Hetram House Bharat Nagar, New Friends Colony, New Delhi 110 025 Phones: 011- 4081 9900; 4165 3612 Email: consult@sams.co.in
Reporting Line:	RM Name
Project:	ICMR-funded Project
Key Responsibilities:	
<div>Test</div>	
Key Deliverables expected from the Job Role:	

*Signature*

Salary Annexure - B	
<b>Employee ID:</b>	SAMS-WJCF-10004
<b>Name:</b>	Ashish Rastogi
<b>Designation:</b>	Network Eng
<b>Location:</b>	123 abc Sikka Karmic greens, Sec 78, Noida Dumaria Gadchiroli Delhi 110058
Components	Amounts
Earnings	
Basic	40000.00
Dearness Allowance (DA)	1000.00
House Rent Allowance	1000.00
Special Allowance	1000.00
Medical Allowance	1000.00
Educational Allowance	1000.00
Communication Allowance	1000.00
Conveyance Allowance	1000.00
<b>Total Gross (Monthly)</b>	<b>45000.00</b>
Deductions	
Employee`s Contb. To PF	1000.00
<b>Total Deductions</b>	<b>1000</b>
Employer Contributions	
Employer`s Contb. To LWF	1000.00
Employer`s Contb. To PF	1000.00
Gratuity	1000.00
<b>Employer Contributions</b>	<b>3000</b>
<b>Net Pay</b>	<b>45000.00</b>
<b>Monthly CTC</b>	<b>45000.00</b>
<i>*Tax Deductions will be applicable as per law</i>	

*Signature*